that plaintiff may show impairment of speech as a part of such injury. *Missouri, etc. R. R. Co.* v. *Hawk* (1902),—Tex. Civ. App.—,69 S. W. Rep. 1037.

By the great weight of authority, to prove any special injury it must be specially alleged. If the damages are special they must be based upon allegations in the petition, and there is much reason in holding, as some courts do, that the defendant may take the plaintiff's averments as alleged and assume all special damages to have been included: WATSON ON DAMAGES. sec. 822; *Shadock* v. *Alpine Plank Road Co.* 79 Michigan, 7. AM. AND ENG. ENCYC. LAW, VIII. 544; ENCYC. PLEAD AND PRAC. V. 719-723. Formerly where the petition contained allegations in such general terms as that the plaintiff was rendered sick and physically disabled, many diseases that would not necessarily result from the injury were admitted in evidence. *Ehrgott* v. *Mayor*, 96 N. Y. 264; *Beath* v. *Rapid R. R. Co.*, 119 Mich. 512; *Babcock* v. *St. Paul R. R. Co.* 36 Minn. 147; *Tobin* v. *Fairport*, 12 N. Y. Supp. 224. Under special allegations courts have been unusually lax in admitting evidence of injuries, of which the petition would in no wise give the defendant notice: *West Chicago R. R. Co.* v. *Levy*, 182 Ill. 525, 55 N. E. 554; *Tyson* v. *Booth*, 100 Mass. 258; *Gulf R. R. Co.* v. *McMannewitz*, 70 Tex. 73; *Baltimore R. R.* v. *Slanker*, 77 Ill. App. 567. This practice has been limited by many courts and a stricter compliance with the rules of pleading and logic of the law insisted upon. That the plaintiff should be limited to his petition and such injuries as it gives notice of to defendant, is reasonable and fast gaining ground: *Gulf R. R. Co.* v. *Warlick*, (Ind. Ter. 1896), 35 S. W. 235; *Kleiner* v. *Third Ave. R. R. Co.*, 162 N. Y. 193, 56 N. E. 497; *Heister* v. *Loomis*, 47 Mich. 16, 10 N. W. 60; *Baldwin* v. *R. R. Corporation*, 4 Gray 333; *Kuhn* v. *Freund*, 87 Mich. 545; *Stevens* v. *Rodger*, 25 Hun., 54; SEDGWICK ON DAM., secs. 1265-1271; MAYNE ON DAM. 6th Ed. 575—578.

DEED—ACKNOWLEDGMENT.—The certificate of acknowledgment stated that the deed of James M. Barclay was produced by the said John L. Barclay and acknowledged to be his act and deed *Held* that the certificate of acknowledgment was sufficient to entitle the deed to record, and hence it was not error to admit the deed in evidence. *Kentucky Land Co* v. *Crabtree* (1902), —Ky—, 70 S. W. Rep. 31.

The court said, "it was the purpose of the clerk to certify the deed so as to entitle it to record." When he said it had been acknowledged by the "said" Barclay, we must hold that he referred to the person who had actually signed the deed, and whose name appeared thereto and that the words "John L." are but a mistake in the transcript. A Minnesota case held that a mortgage signed "Wm. Schrieber" and acknowledged "Wm. Strieber," was properly admitted in evidence, the presumption being that the variance in spelling the name was a clerical error. *Rodes* v. *Elevator Co.*, 49 Minn. 370. To the same effect, see, *Heil* v. *Redden*, 45 Kan. 562. But in an early Michigan case, a deed signed "Harmon S" and acknowledged "Hiram S." was held inadmissible in evidence to prove a conveyance by "Hiram S," without proof that the person was known by both names. The Texas court held that a deed signed "T. W. C." and acknowledged F. W. C. was not duly registered, hence not admissible in evidence. *Carleton* v. *Lombardi*, 81 Tex. 355. This view was sustained by *McKenzie* v. *Stafford* (1894),—Tex. Civ. App.—, 27 S. W. Rep. 790.

ELECTIONS—BALLOTS—RIGHTS OF NOMINEE TO HAVE HIS NAME APPEAR MORE THAN ONCE UPON THE BALLOT.—A California statute forbidding the name of a nominee to appear more than once upon the official ballot, provided that in case of nomination by more than one party, the candidate must